



## Special Provisions for Employee Leasing

of  
**OMICRON electronics Deutschland GmbH**  
Goethestraße 20, 91054 Erlangen, Germany  
(hereinafter referred to as "OMICRON")

### 1 Validity

- 1.1 The following special provisions apply for the temporary leasing of OMICRON employees to the customer in line with the provisions of the Temporary Employment Act (AÜG). In addition to these special provisions, OMICRON's General Terms and Conditions shall apply, and can be examined online at [www.omicronenergy.com/en/legal/terms/](http://www.omicronenergy.com/en/legal/terms/).
- 1.2 In the event of contradictions, the individual employee leasing agreement shall have priority over the special provisions and these shall have priority over the General Terms and Conditions.
- 1.3 These special provisions only apply in respect to companies conducting business activities with OMICRON.

### 2 Employee Leasing Authorization, Collective Agreements

- 2.1 OMICRON is in possession of a valid, permanent authorization in accordance with Section 1 Temporary Employment Act (AÜG) and will provide evidence of this to the customer upon request.
- 2.2 OMICRON will inform the customer immediately if such authorization is omitted, not extended, withdrawn or revoked. The employee leasing is terminated automatically upon the relevant decision taking effect.
- 2.3 The collective agreements for temporary employment of the iGZ-DBG collective union apply to the employment relationship with the leased employees. These are collective agreements in accordance with Section 3 Para. 1 no. 3 Temporary Employment Act (AÜG), with the customer not being bound by the statutory obligation to provide information about material conditions of work.

### 3 Legal Status of Leased OMICRON Employees, Equality

- 3.1 Over the duration of the leasing, the leased employees shall in principle be under the customer's supervision and instruction. No direct employment relationship is established between leased employees and the customer.
- 3.2 Specific work instructions are only permitted and observable within the limits of the employee leasing contract. The leased employees may only be used by the customer for the activities and machines covered by the employee leasing contract. A place of work that differs from that in the employee leasing contract cannot be arranged unilaterally by the customer, but rather must be agreed upon in writing with OMICRON.
- 3.3 The customer undertakes to observe its general, statutory duty of care, in particular the obligations in accordance with the German Equality Act (AGG), to avoid any disadvantages or unequal treatment of the leased employee in comparison to the customer's own employees. The customer will hold OMICRON harmless and free from any claims by the leased employee in the event of violations against the AGG.

### 4 Suitability, Replacement

- 4.1 OMICRON undertakes to select the employee carefully and thus gives a guarantee that the leased worker holds the professional qualifications and is generally suitable for the activities described in the employee leasing contract (and in the quote). OMICRON shall not be liable to the customer for a specific outcome or a specific work result in the customer's business.
- 4.2 Specific personnel requirements of the customer are only taken into consideration by OMICRON where these are defined in the employee leasing contract or are otherwise confirmed in writing by OMICRON.
- 4.3 In the event of a justified rejection of the leased employee (such as due to a lack of suitability), OMICRON shall attempt to provide a suitable replacement for the leased employee. Should the justified rejection be reported to OMICRON on the first day of work, the customer will not be billed for this day. Further claims from the customer are excluded.
- 4.4 In the event of the leased employee being prevented from working for more than seven days for reasons beyond OMICRON's control (in particular in the case of illness, accident, strike, catastrophe or other cases of force majeure), OMICRON may at its discretion either withdraw from the contract or appoint a suitable replacement employee. In these cases, OMICRON will endeavor to come to an amicable solution with the customer where possible.

### 5 Occupational Safety

- 5.1 The customer is obliged to observe the statutory requirements of occupational health and safety law (in particular with regard to working time and occupational safety) with regard to the leased employee. The customer shall familiarize the leased employee with the applicable accident prevention regulations of the relevant workplace before the start of work and shall provide the necessary safety equipment and protective clothing. Safety equipment is only to be provided by OMICRON where this is defined in the employee leasing contract or has otherwise been confirmed in writing by OMICRON.

- 5.2 In the event of an occupational accident suffered by a leased OMICRON employee, the customer will inform OMICRON immediately. The occupational accident is investigated by the customer in collaboration with OMICRON and for this purpose OMICRON receives access to the customer's company (accident location) as well as full access to all of the documents and records connected with the accident (in particular protocols, error messages etc.). Occupational accidents with reporting obligations must also be reported to the relevant authorities immediately.

## **6 Overtime, Travel Time, Vacation**

- 6.1 Overtime is only permitted up to the statutory maximum threshold and must be agreed upon with the individual leased employee. Where not otherwise governed in the employee leasing contract or in the quote, OMICRON shall be entitled to invoice a surplus of 25% of the agreed hourly rate in the event of the normal weekly working time applicable in the customer's business being exceeded.
- 6.2 Work at night, on Sundays and public holidays are invoiced with surcharges, which shall be agreed upon separately between the customer and OMICRON where necessary.
- 6.3 Where not governed otherwise in the employee leasing contract or the quote, on-call and travel time is charged at the full hourly rate.
- 6.4 Vacation and other leave days are notified to the customer in a timely manner so that plans can be made accordingly.

## **7 Payment, Invoicing**

- 7.1 Invoicing takes place on a monthly basis in retrospect. The time sheets, which the customer continuously confirms by means of its signature (at least once per month), are used as the basis for invoicing. If the time sheets are not signed or not signed promptly by the customer, OMICRON shall be entitled to invoice for the regular working hours forming the basis of the employee leasing contract or stated in the quote. The definitive invoice is issued as soon as the time sheet has been signed by the customer.
- 7.2 The hourly rate agreed in the employee leasing contract plus statutory value added tax is used as the basis for the calculation.
- 7.3 Cash expenses incurred by the leased employee (e.g. travel costs) for business purposes are invoiced in addition in line with income tax regulations.
- 7.4 Leased OMICRON employees are not authorized to collect payments.

## **8 Liability, Insurance**

- 8.1 In the case of statutory requirements, OMICRON shall be liable for the careful selection of a staff member suitable for the activities specified in the employee leasing contract or in the quote. The liability of OMICRON is limited to EUR 300,000.00 overall.
- 8.2 OMICRON shall not be liable for a certain outcome of the leased employee's work, as the employee works in the customer's business under its instruction and supervision. Furthermore OMICRON shall not be liable for direct, indirect and subsequent damage (in particular lost profit, sales losses, cost for replacement procurement, additional expenses and costs due as a result of the delayed provision of services by OMICRON).
- 8.3 The above limitations of liability shall not apply where there is legally mandated liability against the customer in cases of intent and gross negligence.
- 8.4 The customer shall release OMICRON from all claims asserted by third parties in connection with the activities of the leased employee and which are asserted against OMICRON. This does not apply where OMICRON itself is liable in line with the above provisions.
- 8.5 The customer ensures that the activities of the leased employee in the customer's business are fully covered by its business property insurance and liability insurance.

## **9 Employment**

- 9.1 During a straight employee leasing relationship, it is not possible for the customer to hire the OMICRON employee concerned outright.
- 9.2 Outside of a fixed employee leasing contract (i.e. after the end of the leasing or in the case of the hiring of an employee who was never leased to the customer), the following applies: The transfer fee to be paid by the customer for the employee's employment being transferred to the customer shall be a one-time fee of EUR 90,000.00. This amount is reduced by EUR 3,750 per full calendar month in which the OMICRON employee concerned was working as a leased employee in the customer's business for a minimum of 60 hours per month. After a lease duration of 24 months, the transfer fee is therefore reduced to zero.
- 9.3 The transfer fee in line with point 9.2 does not apply for OMICRON employees who were previously an employee of the customer.

## **10 Final Provisions**

- 10.1 OMICRON and the customer shall keep secret all confidential information of which it becomes aware during the employee leasing.
- 10.2 The customer acknowledges and agrees that OMICRON may store data from this contractual relationship for the purpose of data processing and reserves the right to provide any such data, to the extent necessary for the fulfillment of the agreement, to third parties (i.e. insurance agencies) or to affiliates of the OMICRON Group. OMICRON reserves the right to make use of knowledge gained from the performance of the services for research purposes and for the further development of its own products. The customer declares its consent to the above.
- 10.3 Otherwise, the final provisions in accordance with OMICRON's General Terms and Conditions apply, in particular in terms of applicable law and jurisdiction.